

PUBLIC SAFETY COMMITTEE

11-0106R

RESOLUTION AUTHORIZING THIRD AMENDMENT TO CITY CONTRACT NO. 21014 WITH LHB ENGINEERS AND ARCHITECTS, INC. TO SERVICES RELATED TO FURNITURE FOR NEW HEADQUARTERS BUILDING, INCREASING THE AMOUNT PAYABLE BY \$34,087.

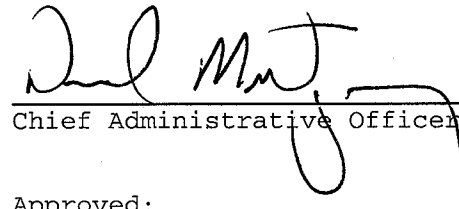
CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to enter into a third amendment to city contract no. 21014, substantially in the form of that on file in the office of the city clerk as Public Document No. _____, with LHB Engineers and Architects, Inc. for services to assist the city in planning, designing, bidding and providing for installation of the new furniture needed for the new police headquarters facility, increasing the amount payable thereunder by \$34,087.

Approved:


Department Director

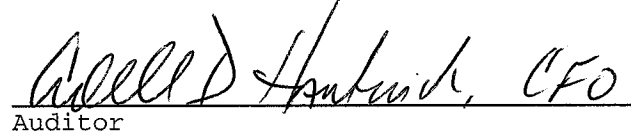
Approved for presentation to council:


Chief Administrative Officer

Approved as to form:


Attorney

Approved:


Auditor

DDP/ATTY REA:dma 02/18/2011

STATEMENT OF PURPOSE: The purpose of this resolution is to authorize a third amendment to the City's existing contract with LHB to fund the planning, designing, bidding and providing for installation of the new furniture needed for the new police headquarters facility.

THIRD AMENDMENT TO
ARCHITECTURAL SERVICES AGREEMENT
POLICE SERVICES CENTER
LHB ENGINEERS AND ARCHITECTS, INC.

THIS THIRD AMENDMENT TO AGREEMENT, entered into as of this ____ day of ____, 2011, by and between LHB ENGINEERS AND ARCHITECTS, INC., of Duluth, Minnesota, hereinafter referred to as the "Architect," and the City of Duluth, Minnesota, hereinafter referred to as the "Owner";

WHEREAS, Owner and Architect entered into an agreement bearing City of Duluth Contract No. 21014 and the FIRST AMENDMENT and SECOND AMENDMENT thereto, hereinafter referred to together as the "Agreement" for the design and on-site construction observation required for the construction of the Duluth Police Department Headquarters Facility, Project No.09-28-B, hereinafter referred to as the "Project;" and

WHEREAS, as part of the Project, City is in need of professional design services to assist it in furniture planning, design, bidding and installation services; and

WHEREAS, City is desirous of having Architect provide such services; and

WHEREAS, Architect is willing to provide those services under the terms and conditions set forth in their attached proposal and the terms and conditions of the Agreement as hereinafter amended.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto hereby agree as follows:

1. That Paragraph 1.1.3 of the Agreement is hereby amended to read as follows:

1.1.3 The services covered by this Agreement are subject to the time limitations contained in this Agreement or attachments made a part hereof. The time limits for completion of the Architect's performance are as follows:

Final Programing Phase:	November 27, 2009.
Schematic Phase	January 28, 2010.
Design Development Phase	April 8, 2010.
Construction Document Phase	July 29, 2010.
Bidding Phase	September 2, 2010.
Construction Phase	November 1, 2011.
Post Construction Phase	December 31, 2011.

Provided, that nothing to the contrary in the foregoing withstanding, the services provided for in this THIRD AMENDMENT TO AGREEMENT shall be required to be completed in accordance with the time limits specified in Architect's letter proposal dated December 21, 2010, a copy of which is attached hereto and made a part hereof as Exhibit E.

2. That Article I of the Agreement is hereby amended by adding a new Paragraph 1.2.22 which reads as follows:

1.2.22 As a supplement to and in addition to those services provided for in Paragraph 1.2 above, Architect shall provide all services necessary to design and planning for new furniture to furnish the project to meet Owner's needs and the bidding, acquisition and installation thereof as set forth in Architect's letter proposal dated December 21, 2010, a copy of which is attached hereto and made a part hereof as Exhibit E.

3. That Paragraph 4.1 of the Agreement is hereby amended to read as follows:

4.1 It is expressly agreed and understood that in no event shall the total amount to be paid by the Owner to the Architect under this Agreement exceed One Million One Hundred Seventy-seven Thousand Nine Hundred Ninety-six and no/100s Dollars (\$1,177,996) ~~One Million One Hundred Forty-three Thousand Nine Hundred Nine and no/100s Dollars (\$1,143,909)~~ for full and complete satisfactory performance, unless specified by means of written amendments to this Agreement as provided for herein.

4. That Paragraph 4.4 of the Agreement is hereby amended by the deletion of the reference to Paragraph "1.2.21" therefrom and the substitution of reference to Paragraph "1.2.22" therefore.

5. That Paragraph 4.6 of the Agreement is hereby amended to read as follows:

It is agreed and understood that Additional Services and Reimbursable Expenses shall be compensated by the Owner only up to the following amounts:

- | | | | |
|-----|-----------------------|---------------------|------------------------|
| (1) | Additional Services | <u>\$ 32,886.00</u> | \$16,004.00 |
| (2) | Reimbursable Expenses | <u>\$78,113.00</u> | \$75,288.00 |

6. That in all other respects, the Agreement, together with all of its terms, covenants and conditions is hereby confirmed in its entirety.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date first above shown.

Countersigned:

CITY OF DULUTH-Client

City Auditor

By _____
Mayor

Attest: _____
City Clerk

Attest Date: _____

Approved:

LHB ENGINEERS AND ARCHITECTS, INC.
"Architect"

Assistant City Attorney

By _____
Company Representative

Its _____
Title of Representative

Date: _____